

CITY OF BEAVERTON

AND

BEAVERTON POLICE ASSOCIATION

COLLECTIVE BARGAINING AGREEMENT

July 1, 2005 - June 30, 2009

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CITY OF BEAVERTON, OREGON

AND

BEAVERTON POLICE ASSOCIATION

This Collective Bargaining Agreement is agreed to and to be in effect between the City of Beaverton, Oregon, hereinafter called the "City," and the Beaverton Police Association hereinafter called the "Association," made and entered into for the purpose of fixing the wage scale, schedule of hours and conditions of employment affecting members of the bargaining unit.

The purpose of this Agreement is to set forth the full and complete agreement between the parties on matters relating to employment relations.

ARTICLE 1 – RECOGNITION

1.1 The City recognizes the Association as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all regular employees who are members of the bargaining unit. For the purpose of this Agreement, a regular employee shall be an employee who works a regularly scheduled week of twenty (20) hours or more. All reference to employees in this Agreement shall be construed to mean regular employees, and not irregular, seasonal, or part-time (less than twenty (20) hours per week).

The bargaining unit shall consist of the following classifications:

Police Officer	Community Services Officer
Police Support Specialist	Property Control Specialist
Sergeant	Senior Police Support Specialist
Police Inventory Specialist	

1.2 It is further agreed that classifications that are supervisory or confidential are excluded from the bargaining unit. The parties disagree as to whether the Sergeants may be considered supervisory under current state law. However, during the term of this Agreement, if a majority of the employees in the classification of Sergeant present the Association and the City with a petition, signed by a majority of the employees in the classification of Sergeant, requesting that the classification of Sergeant be removed from representation by the Association and no longer covered by the terms and conditions of this Agreement, that change will become effective on the first day of the second month following receipt of such petition and verification by both parties of the petition signatures.

1.3 The City shall notify the Association of any proposed new classifications for Police Department employees. If the classification is appropriately included in the bargaining unit the parties agree to reopen the Agreement for the purposes of negotiation of wages or other applicable matters on mandatory subjects of bargaining for the new classification. The Employment Relations Board shall be the exclusive remedy for resolution of any disputes regarding unit allocation.

1.4 Where reference is made to some duty to be performed by the City in this Agreement, or some notice of filing to be made with the City, the City will act through its Mayor or other such supervisory officers or employees as may be designated by its Mayor.

1.5 When reference is made in this Agreement to the Association, in that some action is taken by or directed by the Association, the Association will act through delegated representatives of the Association as may be designated by the Association.

ARTICLE 2 - MANAGEMENT RIGHTS

The Association recognizes and agrees that responsibility for management of the City and direction of its work force is vested solely in the City and responsible department heads. The Association further recognizes and agrees that in order to fulfill this responsibility, the City has the exclusive right to exercise the regular and customary function of management including but not limited to directing the activities of the department; determining standards and levels of service and methods of operation including subcontracting and the introduction of new equipment; the right to hire, evaluate, lay off (subject to Article 27), transfer (subject to Article 18) and promote, including determining the procedures and standards thereof; to discipline and to discharge probationary employees for any cause and without limitation and non-probationary employees for just cause; to determine work schedules (subject to Articles 9 and 18) and assign work and to exercise any other right not specifically abridged by this Agreement. Nothing in this clause shall have the effect of nullifying agreements entered into under other sections of this Agreement, provided that management rights and prerogatives, except where abridged by a specific provision of this Agreement are not subject to the grievance procedure specified in Article 20.

ARTICLE 3 - NON-DISCRIMINATION

3.1 Employees shall have the right to form, join and participate in the activities of employee organizations of their own choosing, for the purpose of representation matters of employment relations. No employee shall be interfered with, intimidated, restrained, coerced or discriminated against by the City or the Association because of the exercise of his/her rights.

3.2 The City and the Association agree to cooperate in good faith so that the provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to marital status, sex, race, color, creed, national origin, age, union affiliation, sexual orientation or political affiliation, or such other status protected by state and/or federal law.

3.3 All references to employees in this Agreement designate both sexes, and wherever the male gender is used it shall be construed to include male and female employees.

ARTICLE 4 - PEACEFUL PERFORMANCE OF CITY SERVICES

4.1 During the term of this Agreement, there will be no strike, slowdown, or recognition of any picket line while in the performance of official duties. For purposes of this section, "strike" means an employee's refusal in concerted action with others to report for duty, or his willful absence from his position, or his stoppage of work, or his absence in whole or in part from the full, faithful or proper performance of his duties of employment, for the purpose of inducing, or coercing a change in the conditions, compensation, rights, privileges or obligations of employment.

4.2 In the event of a violation of this provision by the Association or employees in the bargaining unit, the City may discipline for such cause, including discharging any employee involved in such activity either on a uniform or selective basis. Nothing herein shall preclude recourse by the City to such other legal or equitable remedies as may be available to it.

ARTICLE 5 – PRODUCTIVITY

The parties recognize the delivery of essential municipal services in the most efficient and effective manner is of paramount importance and interest to the City and Association. Maximized productivity is recognized to be a mutual obligation of both parties within their respective roles and responsibilities.

ARTICLE 6 - ASSOCIATION SECURITY

6.1 Employees who are not members of the Association shall make payments in lieu of dues to the Association. Such payments shall be in the same amounts as provided for regular Association dues and assessments or the amount allowed by law, whichever is less. This section shall be referred to as the "fair share agreement," and the City shall deduct from the first pay of each employee each month the payments for regular dues or payments in lieu of dues and shall remit the same to the Association within ten (10) days after the deduction is made.

6.2 Any employee who is a member of a church or religious body, having bona fide religious tenets or teachings which prohibit association with a labor organization or the payment of dues to it, shall pay an amount of money equivalent to regular Association dues and initiation fees and assessments, if any, to a nonreligious charity or to another charitable organization mutually agreed upon by the employee affected and the representative of the labor organization to which such employee would otherwise be required to pay dues. The employee shall furnish written proof to the Association and to the City that this has been done.

6.3 Provided the City acts in compliance with Sections 6.1 and 6.2 of this Article, the Association will indemnify, defend and hold the City harmless against any claims made and against any suit instituted against the City as a result of the City's enforcement of the above provisions or as a result of any check-off.

6.4 The City will notify the Association, in writing, of all new hires in the bargaining unit within one (1) week after their having been employed, and will furnish the Association with the new employee's name, social security number, mailing address and position for which he was hired.

6.5 The City agrees to furnish and maintain a bulletin board within the Police Department to be used by the Association for posting of notices and bulletins relating to the Association.

6.6 Except as otherwise provided in the Agreement, during their working hours Association members shall not engage in solicitation for membership in the Association, the collection of fees or dues for the Association, or carry on other business activities of the Association; provided that this provision shall not prohibit conversations concerning Association matters which do not interfere with the work and duties of any City employee. On duty employees may attend quarterly Association meetings if they are held within the City limits and no longer than two (2) hours in duration, but shall be subject to call. In such instances, each patrol district and the Records section must have a minimum of one (1) staff member remain in the assigned area at all times.

6.7 At an employee's option, the City shall allow an employee to have their paychecks deposited to an employee's designated account via Electronic Funds Transfer (EFT).

6.8 Use of the City's E-mail System.

a. The parties recognize that the City's E-mail system is the sole property of the City. This resource is provided or assigned to employees to facilitate the orderly and efficient conduct of the public's business. In general, all such communications may be subject to disclosure, and the parties recognize that the City does not have an obligation to assert any exceptions or exemptions from disclosure as to public records that happen to contain information relating to Association activity by City

employees. The parties recognize that the City may review all City E-mails in the City system at any time.

b. Certified Association Officers and/or Representatives may use the City's E-mail system to conduct Association business for the limited purposes of:

- i. Notifying Association members of meetings and scheduling meetings (date, time, place and agenda);
- ii. Scheduling meetings among Association Officers and/or Representatives (date, time, place and agenda); and/or
- iii. Filing official correspondence with the City (i.e., grievance documents, demand to bargain notices).

c. E-mail from the Association to its members, about the scheduling of meetings, may be read while on duty. E-mail from the Association to its members, about topics other than meetings will be read only before or after the members' work shift.

d. The parties recognize that misuse of the City's E-mail system is considered a violation of policy and the parties agree that any violation of this limited exception for the use of the City's E-mail system may result in discipline, up to and including termination.

e. From time-to-time, the Association will certify to the City's HR Director or designee and the Chief of Police or designee an up-to-date list of Association Officers and/or Representatives.

f. Certified Association Officers and/or Representatives may use the City telephone, voice mail, fax machines and mail boxes for communications that are generated by the City or are from the Association to the City. The use of the Police radio system, City issued cell phones or MDTs is specifically excluded.

ARTICLE 7 - WORKING OUT OF CLASSIFICATION

Whenever an employee is assigned to a position higher than the employee's present position for eight (8) or more hours, the employee shall receive the next higher salary in the range of the assigned position that would give the employee at least a five percent (5%) salary increase unless the next higher step is the top step in the higher range, in which case the employee will be paid at the top step of the higher range. Vacation, sick leave, comp time, and holiday time taken during work out of classification shall be paid at the higher rate during work out of classification assignments of 15 working days or longer. Accrued time off converted to cash shall be paid at the employee's regular pay rate.

ARTICLE 8 - OUTSIDE EMPLOYMENT

8.1 Permission to work at outside employment while an employee of the City of Beaverton must be approved in writing by the Police Chief. In order to be approved, the outside employment must:

- a. Be compatible with the employee's adherence to the police officer's code of ethics.
- b. In no way detract from the efficiency of the employee in City duties.
- c. Not take preference over extra duty required by City employment.
- d. Not present a legal or ethical conflict of interest with the police profession.
- e. The employee shall not use the City uniform or any City equipment in any outside employment unless authorized by the Department.
- f. The employment may not be approved if it requires the City to pay overtime or hire replacement personnel because of the outside work.

8.2 It is understood that the Police Chief may, upon reasonable grounds, at any time revoke permission to hold outside employment.

8.3 Any revocation by the Police Chief must be done in writing to the affected employee.

ARTICLE 9 - HOURS AND OVERTIME

This section shall not be construed as a guarantee of hours of work per day or per week.

9.1 Regular Hours. The regular hours of work each day shall be consecutive except for interruptions for rest periods and lunch periods. Time worked will be paid to the nearest quarter (1/4) hour.

9.2 Work Week. An employee's work week shall begin on the first regularly scheduled work day following the employee's regularly scheduled days off. The City and the Association recognize the following work schedules in a work week.

a. 5/8 Schedule. This schedule shall consist of seven (7) consecutive days consisting of five (5) consecutive eight (8)-hour work days, and two (2) consecutive days off.

b. 4/10 Schedule. If assigned by the City, this schedule shall consist of seven (7) consecutive days consisting of four (4) consecutive ten (10)-hour work days with three (3) consecutive days off.

c. Flexible Schedule. A flexible schedule may be requested by employees in all assignments except patrol related assignments considered for minimum shift coverage and for police records. Property Control and the Records Specialist assigned to CID (Detectives) may request a flexible schedule. If requested by the employee and approved by the City, this schedule may vary the regular starting and stopping times on a daily basis. A "flexible" work schedule shall be equal to forty (40) hours worked during the work week. The City will notify the Association in writing of any employees who are approved to work a flexible schedule.

Subject to approval in advance by their supervisor, employees serving in flexible schedule assignments shall have authority to schedule their hours and days of work in order to meet community and operational (criminal activity) needs and elect to take time off so as not to exceed forty (40) hours in that work week, or to elect to receive overtime or compensatory time for the hours worked in excess of forty (40) hours.

9.3 Work Day. The work day shall consist of a twenty-four (24)-hour period. The first work day commences at the start of an employee's regularly scheduled work week. The work day shall include lunch periods, rest periods and training periods.

9.4 Work Shift. Each employee shall be scheduled to work on a regular shift (i.e., Day, Relief, Swing, Grave), which shall have regular starting and stopping times.

9.5 Changes in Work Schedules.

a. Work schedules for work shifts which are bid showing the employee's work days and regular starting and stopping times, work week and work shift shall be posted on the department bulletin board. Except for emergency situations and for the duration of the emergency, changes in work schedules shall be posted seven (7) calendar days prior to the change. However, probationary employees who are assigned in a car with a Field Training Officer shall receive forty-eight (48) hours written notice prior to such work schedule changes.

b. Failure to comply with the notice requirements set forth in Section 9.5(a) above, shall make that employee eligible for pay at the rate of one-and-one-half (1½) times the employee's regular rate of pay for the hours worked before or after the regular starting and stopping times in the former work schedule not to exceed ten (10) hours pay at one-and-one-half times.

c. When making a work shift change in accordance with Article 18 of this Agreement, the City shall arrange employee work schedules so an employee shall not work more than eighty (80) hours in the first fourteen (14)-calendar-day pay period following the shift rotation except when an emergency requires overtime. If an employee on a 5/8 schedule is required to work more than six (6) days in a row during a shift change, at the request of the employee the City shall arrange to schedule a day off between the fifth and sixth working day. If an employee on a 4/10 schedule is required to work more than five (5) days in a row during a shift change, at the request of the

employee the City shall arrange to schedule a day off between the fourth and fifth working day.

9.6 Rest Periods. A rest period of fifteen (15) minutes shall be permitted for all employees during each half-shift, in accordance with the operating requirements of each employee's duties, and shall be considered on-duty time.

9.7 Meal Periods. All employees shall be granted a meal period during each work day. To the extent consistent with operating requirements of the department, each meal period shall be scheduled in the middle of the work day, or as near thereto as possible. The meal period normally shall be thirty (30) minutes and shall be paid, but employees will remain subject to call during such meal period.

9.8 Overtime. The City shall have the right to assign overtime work as required in the manner deemed to be the most advantageous and consistent with the requirements of municipal service and of public interest. Employees shall be compensated at the rate of one and one-half (1-1/2) times their regular rate of pay in either cash or compensatory time off at the employee's option for overtime work under the following conditions, but in no event shall such compensation be received twice for the same hours:

a. All work in excess of eight (8) hours on any scheduled eight (8)-hour work day or ten (10) hours on any scheduled ten (10)-hour work day. (This provision does not apply to employees working a flexible schedule pursuant to Section 9.2(c).)

b. All work in excess of forty (40) hours in any one (1) work week. (This provision does apply to employees working a flexible schedule pursuant to 9.2(c).)

c. For the purposes of this Agreement, time worked shall include all paid leave.

d. An employee who works overtime without proper authorization may be subject to discipline, up to and including termination.

9.9 Callback Time. Employees called back to work shall receive overtime pay for the work for which they are called back and if called back shall be credited with not less than three (3) hours compensated at one and one-half (1-1/2) the employee's regular rate of pay. However, if an officer is called back to court outside the City limits of Beaverton, he shall be credited with no less than four (4) hours time compensated at one and one-half (1-1/2) the employee's regular rate of pay. This section applies only to hours worked which begin more than one (1) hour after the working day or working shift. This section does not apply to scheduled overtime annexed at the beginning of the work day or holdover times at the end of the work day. This section also does not apply to mandatory Department-wide meetings limited to one (1) per calendar year scheduled by the Police Chief or his designee.

9.10 Compensation for overtime shall be made in the first pay check following the pay period in which it is worked and a permanent record of such overtime shall be maintained within the Department and be available to employees for inspection upon request. Compensatory time off may be taken by mutual consent and as scheduled consistent with the Fair Labor Standards Act (FLSA). Employees may accrue no more than eighty (80) hours of compensatory time. Any overtime worked by an employee who has the maximum eighty (80) hours of compensatory time accrued shall be paid as overtime.

9.11 Emergency Standby. When a pending emergency situation dictates that sworn police personnel be placed on a standby status for immediate availability, subject to call to active duty, such personnel shall be paid at the rate of fifty (50) percent of that officer's regular straight-time rate of pay while on such standby status. The basis of pay rate will continue to the time that officer is placed on an on-duty status or discontinued when that officer is relieved from such standby status.

9.12 The City assumes no responsibility for overtime or callback for any legal or other obligation arising prior to or outside the scope of the employee's duties as a City of Beaverton employee.

9.13 Voluntary Training. For purposes of voluntary training only, the City and the Association adopt the Fair Labor Standards Act Section 207k exemption (7k exemption) for computing overtime compensation due to be paid to Association members who participate in voluntary training.

a. In adopting the 7k exemption for voluntary training only, the parties agree to adopt a fourteen (14)-day work period that starts and stops and is intended to coincide with the City's regular pay period. The City's regular pay period begins on a Sunday and ends fourteen (14) days later on a Saturday.

b. Voluntary training excludes all City in-service training, all DPSST-required and/or mandated training necessary to keep employees certified or to certify employees to perform their job duties and functions, or any training that the City requires employees to attend and/or participate in.

c. Employees who want to participate in voluntary training will be allowed to trade a regular work day(s) for a training day(s) on an employee's regular day(s) off so long as the trade is approved in advance, in writing, by the employee's immediate supervisor. In all voluntary training instances where employees decide to trade their regular work day(s) for voluntary training on the employee's regular day(s) off, the trade of day(s) must occur in the same fourteen (14)-day work period established in subsection 9.13.a. above.

d. A graveyard shift employee, who requests voluntary training and who is approved to attend voluntary training may, at the employee's option, choose to take a work day contiguous to the voluntary training off. If the regular work hours plus the

training hours do not result in eighty (80) paid hours in the fourteen (14)-day work period established in subsection a, of this Article 9.13, the employee may charge accrued appropriate leave in the amount necessary to equal eighty (80) paid hours for the fourteen (14)-day work period.

e. Regular work day(s) to be traded for regular day(s) off must be identified by employees at the time employees submit their written request for voluntary training to the employees' immediate supervisors.

f. If an employee is approved to take his/her trade day(s) off in advance of the day(s) of voluntary training, and if, for any reason, the employee does not participate in the voluntary training, the employee will, at the employee's option, either work on the trade work day(s) scheduled for voluntary training, or the employee will charge the trade work day(s) to appropriate leave time, as designated by the employee.

g. For a voluntary training class of forty (40) hours or more, for the Basic Police Academy at DPSST, or for the Supervisory Certification Academy at DPSST, the City may adjust an employee's regular work shift and/or regular work schedule for the duration of the voluntary training class, Basic Police Academy, or Supervisory Certification Academy.

h. The City will not incur any overtime liability as a result of an employee attending voluntary training, the Basic Police Academy at DPSST or the Supervisory Certification Academy at DPSST unless the specific types of training listed in this subsection h. actually exceeds forty (40) hours in a seven (7)-calendar-day period. Furthermore, the 7k exemption adopted for voluntary training does not apply to the Basic Police Academy at DPSST or the Supervisory Certification Academy at DPSST.

9.14 Trade Shifts/Days. Subject to supervisor approval, two (2) employees may voluntarily trade shifts/days off. The City will not incur any overtime liability as a result of the trade. Trades will be completed within thirty (30) days of the first affected shift/day off. Trades for shifts/days off shall be documented on the Police Department's Work Schedule Exchange Request form.

9.15 Leave requests (vacation, holiday, comp time) shall not be denied unless the granting of the request would cause the Department to fall below established minimums. The City reserves the right to change established minimums at any time. Scheduled leave time may be amended to allow the Department to meet emergency situations. However, where such changes are initiated, the City will explore other alternatives where non-recoverable funds are involved, and if an employee is financially impacted by the City's change in the employee's scheduled leave, the City shall make the employee financially whole upon presentation of proof that the expense incurred was non-refundable and was for travel expenses or services which were not used.

9.16 Safety Release. An employee who is required by the City to work fifteen (15) or more hours in any twenty-four (24) hour work day and who is scheduled to work a

work shift in the next twenty-four (24) hour work day shall be guaranteed at least nine (9) hours off before being required to return to active duty status. When practical, prior to working fifteen (15) or more hours in any twenty-four (24) hour work day, the employee shall make the on-duty shift sergeant aware that the employee believes their current work assignment may result in the employee working fifteen (15) or more hours in the twenty-four (24) hour work day.

In order to effectuate the provisions of Section 9.16 the following is an example to demonstrate how the employee will be compensated:

1. A Graveyard shift employee works 2100 to 0700 (10 hours worked). The Graveyard shift employee is required to be in Court from 0830 to 1430 (six (6) hours worked).

2. A total of sixteen (16) hours is worked within twenty-four (24) hours, so to get nine (9) hours off from 1430 to 2330; the employee is not due back to work until 2330 and the employee will be compensated for the hours from 2100 to 2330 by the employee choosing to use any accrued leave from 2100 until 2330 and the employee will return to work at 2330 and work the rest of their regular work shift from 2330 until 0700.

3. If after nine (9) hours of safety release time there will be less than half (1/2) the employee's regular work shift left to work, then at the option of the employee, the employee may choose to use any accrued leave for the entire shift. An employee exercising this option will notify the on-duty shift sergeant as soon as practical.

9.17 *DPSST Mandated Training.* Excluding firearms training, for up to three (3) days per calendar year per employee, the Department may schedule on-duty, in-service Mandated DPSST Training for all sworn personnel by changing the work schedule of all sworn personnel with thirty (30) days' written notice. This Section does not allow the City to change an individual's work schedule for individual training.

ARTICLE 10 - SICK LEAVE

10.1 Employees shall accrue sick leave based upon paid hours at the rate of 3.69 hours per payroll period. Sick leave accruals will be pro-rated for part-time employees. Sick leave accumulation shall be unlimited.

10.2 Utilization for Illness or Injury. Employees may utilize their allowance for sick leave when unable to perform their work duties by reason of illness or injury. In such event, the employee shall notify his immediate supervisor or the on-duty supervisor of absence due to illness or injury and the general nature and expected length thereof, as soon as possible prior to the beginning of his regularly scheduled work day, unless unable to do so because of the serious nature of the injury or illness. If the supervisor is

unavailable, a message may be left at Records. If the City has reasonable cause to believe that abuse of sick leave has occurred or is occurring, the City may require an employee to speak personally to the supervisor when reporting in sick. The City may also require an employee to provide the City a health care provider's statement of the nature of the illness, the need for the employee's absence and an estimated duration of the absence prior to payment of sick leave benefits. Any City requested health care provider's statement shall be paid for by the City to the extent not covered by insurance. Employees who do not follow required sick leave reporting procedures may have the time charged to leave without pay and/or be subject to disciplinary action.

10.3 Employees may use up to five (5) days of accrued sick leave per year for family illness. For the purposes of this section family illness is limited to those circumstances which necessitate making arrangements for the ill relative. For the purposes of family illness, members of an employee's family shall mean the employee's spouse, domestic partner (as defined in affidavit for insurance coverage), children (biological, adopted and step) and parents (biological and step) living in the employee's household. Children and parents (including in loco parentis) not living in the employee's home will also be included.

The City may allow exceptions to the five (5)-day limitation rule for use of sick leave for family illness on a case-by-case basis, in documented cases in which an employee's family member (as defined above) is afflicted with or receiving treatment for a catastrophic illness (i.e., cancer, leukemia, hepatitis, HIV, kidney dialysis) and the presence of the employee is required to care for or provide assistance to the ill family member.

10.4 Integration of Accrued Leave with Workers' Compensation. When an injury occurs in the course of employment and the employee has qualified for Workers' Compensation time loss payments, the City shall make the employee whole for one hundred eighty (180) calendar days from the date of injury, by integrating with Workers' Compensation and paying any difference in pay between Workers' Compensation payments and the employee's net regular straight time pay after involuntary deductions. Following the 180 calendar days the employee may utilize any accrued leave to make up the difference between the amount received from Workers' Compensation benefits and the employee's net regular straight time pay after involuntary deductions. The use of accrued leave to supplement income while on temporary total or temporary partial disability, after 180 calendar days, may continue until the employee's leave accruals are exhausted or until the employee has been assigned to a temporary light-duty assignment approved by his or her health care provider or until the employee is determined to be permanently disabled from performing his or her job and is eligible for a permanent disability, whichever occurs first. An employee who refuses an approved temporary limited duty assignment during the 180 calendar days following the date of injury may not be entitled to this Workers' Compensation supplement benefit.

After the 180 calendar days, employees may use accrued sick leave, other forms of paid time off or leave without pay for medical appointments relating to on the job

injuries after the employee has been released or for time loss due to occupational injuries or illness not covered by Workers' Compensation.

10.5 Temporary Limited Duty Assignments.

a. The jobs, duties and responsibilities that employees of the Beaverton Police Department (BPD) are involved with on a day-to-day basis are dangerous and have inherent risks. Unfortunately, from time to time employees of the BPD are injured on-duty which results in their inability to perform their normal duties and responsibilities of their particular job classification. In addition, in pursuit of their personal lives off-duty, occasionally an employee is injured in such a way that the employee cannot perform the normal duties and responsibilities of their particular job classification. It is the philosophy of the BPD that when an employee is injured, either on-duty or off-duty, the BPD, in conjunction with the Association leadership, will meet and attempt to identify temporary limited duty opportunities in order to return the injured employee to work in a temporary limited duty capacity, consistent with the qualifications of the employee and work limitations as determined by the employee's health care provider.

b. Based upon a good faith operational analysis the City shall determine the temporary limited duty assignment or assignments available at any particular time and the duration thereof. A temporary limited duty assignment shall generally not exceed 180 days. Priority for available temporary limited duty assignments within the Department will be given to employees injured on-the-job and will be made based upon the operational needs of the Department.

10.6 Sick Leave Incentive. On June 30 of each year during the term of this Agreement, a review of sick leave use by members of the Police Department covered by this Agreement will be made. Eight (8) hours of compensatory time will be granted to those employees not having used more than four (4) hours of sick leave for any purpose other than funeral leave or used while on qualifying FMLA/OFLA leave for the immediate twelve (12)-month period preceding June 30. In the event an employee has the maximum compensatory time accrual pursuant to Article 9.10 and is eligible to receive eight (8) hours compensatory time according to the provisions of this Article, an exception shall be made to the compensatory time accrual limit to allow a maximum accrual of eighty-eight (88) hours.

10.7 When an employee must be away from the job by reason of medical or dental appointments, such time off may be charged against sick leave time for actual time used to the nearest quarter (1/4)-hour increment.

ARTICLE 11 - LEAVES OF ABSENCE

11.1 Criteria and Procedure. The City will consider a written application for leave of absence without pay for up to six (6) months for medical, educational or

compelling personal reasons when the work of the Department will not be seriously handicapped by the temporary absence of the employee.

a. The criteria for approval will include the reasons for the leave, service record of the employee, degree of disruption of departmental operations and the availability of a qualified replacement.

b. An employee's position will be held for the period of the leave agreed upon when the leave is granted.

c. The City may interrupt or terminate a leave of absence if it finds that the reasons for granting it were misrepresented or no longer exist.

11.2 Jury Duty. Employees shall be granted a leave with pay for service upon a jury provided, however, that the employee is required to seek all fees due him for such jury duty and turn said fees, except mileage, over to the City, and upon being excused from jury duty for any day an employee shall immediately contact the department head or on-duty shift supervisor for assignment for the remainder of his or her regular work day. When an employee is notified that he/she is to serve on a jury, the employee will notify the department as soon as possible. An employee assigned to swing or graveyard shift shall be placed on day shift with the same work days and days off for those days on which the employee attends jury duty. If reassigning the employee to a day shift causes the employee's regular shift to fall below City established shift minimums, then, at the City's discretion, the City may assign the least senior non-probationary employee from day shift or relief shift with the same work days and days off, or as close to that as possible, to trade shifts for the length of time the employee attends jury duty. Any contract notice requirements will not apply to any shift change required by this section.

11.3 Non-Service Connected Appearance. A leave without pay shall be granted for an appearance before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena or other order by proper authority compelling his attendance.

11.4 City-Service Connected Appearance. Employees will be granted time with pay for an appearance before a court, legislative committee, judicial or quasi-judicial body as a witness in response to a subpoena or Department Order including the time required for travel to and from the City service connected appearance location and the employee's headquarters. Also included will be the actual time spent in testimony as a witness at a grievance arbitration or Unfair Labor Practice hearing if it occurs during the employee's regular work hours.

11.5 Disability Leave. Upon application by the employee, or in the event the City determines that an employee is unable to return to work, an extended leave of absence may be granted by the City for the remaining period of disability after accrued sick leave has been exhausted. The City may require that the employee submit a

certificate from a qualified health care provider periodically during the period of such disability.

11.6 Return from Leave. Any employee who is granted a leave of absence without pay under this Article and who for any reason fails to return to work at the expiration or termination of said leave of absence shall be considered as having resigned his position with the City, and his position shall be declared vacant; unless the employee prior to expiration of his leave of absence or prior to the termination date has furnished evidence as required by the City that he is unable to work by reason of sickness, physical disability, or other legitimate reason beyond his control, and seeks an extension of leave for such reason. Such a request for extension shall be in writing. An extension shall be granted only for a specified period of time, and only if the City determines that the request is reasonable and justified, and that the extension may be granted without unduly handicapping the operation of the Department.

11.7 Leaves of absence of less than one (1) full pay period are considered informal leaves of absence, are approved at the department level, and are treated as a payroll action.

11.8 Voting Leave. If the overtime requirements of the City conflict with an employee's opportunity to vote, in a non-mail ballot election, an opportunity will be provided the employee on City time if he so desires.

11.9 Benefits While on Leave.

a. All regular City paid benefits shall be continued at City expense during periods of paid leave and during workers' comp leaves to the extent required by law. As used in this section, paid leave is considered to be vacation, sick leave, comp time used and holidays.

b. Consistent with the requirements of the Family and Medical Leave Act of 1993, employees on designated Family or Medical Leave shall have their regular City paid insurance benefits continued as if working for the first twelve (12) weeks of such leave in a twelve (12)-month period. The twelve (12)-month period used to determine eligibility for paid benefits shall be determined by looking at the amount of Family or Medical Leave utilized by the employee in the twelve (12) months immediately preceding the first day of the newly requested leave. Designated Family or Medical Leaves may either be with pay utilizing appropriate paid leaves (sick, vacation, holiday or compensatory leave) or unpaid if all appropriate paid leaves have been exhausted. After the twelve (12) weeks of paid insurance benefits has been exhausted, an employee on designated Family or Medical Leave may only continue insurance coverage by paying the full COBRA rates in effect during the leave.

c. After the first full calendar month of other unpaid leave employees who wish to continue their medical and dental coverage may do so by paying the full COBRA rates in effect during the leave.

d. Employees who elect not to enroll spouses and family members during an unpaid leave of absence may not re-enroll those dependents following the unpaid leave until the next regular open enrollment period.

e. Employees on unpaid leaves of absence are not eligible for life, accidental death and dismemberment, or disability insurance.

11.10 Bereavement Leave. Employees may use up to forty (40) hours of paid leave for discharging the reasonable and customary responsibilities arising from each death in the immediate family. Hours over twenty-four (24) for each death shall be charged to the employee's accrued sick leave balance. These hours shall be pro-rated for part-time employees. For purposes of this leave, an employee's immediate family shall mean spouse, domestic partner (as defined in affidavit for insurance coverage), parents, children, step-children, brother, sister, parents-in-law, grandchildren and paternal or maternal grandparents.

11.11 Family Medical Leave. Employees shall be eligible for approved Family and Medical Leave as required by Oregon Revised Statutes and Federal Statutes.

ARTICLE 12 - EDUCATIONAL OPPORTUNITIES

12.1 After one (1) year of employment, the City of Beaverton will reimburse an employee for the full cost (100%) of the amount of tuition for accredited educational courses which provide employees an opportunity for career development with the City or for courses required for a Bachelor's or Associate's degree and electives that are relevant to an employee's career with the City. The maximum reimbursement shall be equivalent to the credit hour rate for comparable coursework at Portland State University. Requests for planned tuition reimbursements must be submitted by January of the prior fiscal year to be guaranteed reimbursement. Reimbursement for part-time employees shall be prorated. Requests not submitted by January will be reimbursed only if there are funds available.

12.2 The training must be approved by the department and the Human Resources Director prior to the employee's enrollment in the class. Approval will be contingent on demonstration that training will be of value to the employee in his/her present job or in a future job with the City in a mutually agreed career path identified in their career development plan. Evidence of satisfactory completion (minimum of a passing "C" grade or "pass" for pass/fail grading) of the course and receipts for tuition and books must be submitted to the Human Resources Department upon completion of the course to obtain reimbursement.

12.3 Courses which are only offered during regular working hours may be approved by the Police Chief provided time off can be conveniently arranged and arrangements can be made to make up time off the same work week.

12.4 The City will allow time off with pay, and will reimburse an employee for the expenses of attending classes, lectures, conferences or conventions when attendance is on an assignment basis with prior approval of the Police Chief.

12.5 The cost of textbooks and/or technical publications required for such courses will be reimbursed by the City provided that the material can be used by other employees and the material is not already available to the employee. All materials purchased by the City will be placed in the library for use by other employees.

12.6 Employees who resign shall reimburse the City for all educational assistance received pursuant to Section 12.1 in the previous six (6) months. As a condition of receiving reimbursement, an employee shall authorize the payroll deduction to effect the repayment. The City in its discretion may waive the obligation to repay in circumstances such as change of location due to a spouse's employment, a death in the family or similar compassionate reason.

ARTICLE 13 - HEALTH AND WELFARE

The City will provide each employee the following insurance programs and will contribute towards the costs of Health Insurance premiums for the duration of this Agreement as follows.

13.1 Health Insurance. For the term of this Agreement the City shall provide a "Point of Service" (POS) group health insurance plan equivalent to the POS plan in effect on January 1, 2005. Employees enrolled in the POS choosing "employee + one" or "employee + family" shall contribute to the premium as follows:

	<i>Employee + one</i>	<i>Employee + family</i>
FY 05-06	\$38.52	\$58.08
FY 06-07	\$45.26	\$68.25

a. For the term of this Agreement the City shall provide Kaiser (HMO) group health insurance plan equivalent to the HMO plan in effect on January 1, 2005. The City shall pay one hundred percent (100%) of the premium for this coverage for the term of this Agreement.

b. For the term of this Agreement, the City shall provide a "Preferred 200" (P200) group health insurance plan equivalent to the P200 plan in effect on January 1, 2005. The City will pay one hundred percent (100%) of the premiums for the P200 plan. If an employee chooses to obtain group health insurance coverage that requires employee contribution, the employee shall pay the employee contribution through automatic payroll deduction by using the Flexible Spending Account (FSA) plan established by the City. The parties may mutually agree to modify the benefits to ensure premium increases are lower.

c. City premium contributions to part-time employees for Health Insurance and Dental Insurance shall be pro-rated based upon budgeted FTE.

13.2 Dental Insurance. The City will provide each member and his dependents with a dental plan and shall pay one hundred percent (100%) of the premium for each member and his dependents. Maximum annual limit shall be \$1,500. Orthodontic maximum shall be \$1,500.

13.3 The City reserves the right to add an optional group health insurance plan at any time during the term of this Agreement. If the premium for this optional group health insurance plan is greater than the highest premium amounts paid by the City, the employee shall pay any premium difference through automatic payroll deduction by using the FSA if the employee elects coverage under this optional group health insurance plan.

13.4 For FY 07-08 and 08-09, this Article shall be subject to a one (1)-time re-opener in conjunction with Articles 14, 25 and 26. The parties shall begin the process of bargaining the one (1)-time re-opener by no later than February 1, 2007.

13.5 Disability Insurance.

a. The City will provide a monthly income disability insurance policy for each member providing compensation at 66 2/3% of total monthly base salary after ninety (90) days and continuing until age seventy (70).

b. Employees will be considered for re-employment when certified as capable to return to the job previously occupied, subject to applicable provisions of law. In accordance with Section 10.5 and when certified by the employee's health care provider as capable of performing temporary limited duty, an employee may be returned to work for temporary limited duty. Temporary limited duty assignments shall be made at the employee's base salary rate of pay. Base salary rate of pay will not include hazard or special assignment pay.

c. Nothing in this section shall be construed to restrict the rights or obligations of the parties with respect to applicable provisions of state or federal law regarding rights of disabled persons or Workers' Compensation.

13.6 Life and Accidental Death Insurance. The City will provide each eligible employee with a term life insurance policy in the amount of \$50,000, plus \$81,000 accidental death and dismemberment coverage.

13.7 Personal Liability Insurance. The City shall insure, or keep legal reserves in a program of self insurance, at the option of the City, against the personal liability of employees for damages, excluding punitive damages, resulting from negligent acts or omissions of the employees when acting within the scope of their official employment or duties. Upon request, the City shall defend the employee in any action or proceeding

brought against an employee in his official or individual capacity based upon an act or omission occurring within the scope of his employment as an employee of the City.

The above paragraphs shall be in accordance with the law as defined by ORS 30.285 and 30.287.

13.8 The parties agree that the above insurance benefits are subject to terms contained in the City's agreement with the insurer(s). The City agrees to notify the Association should there be any changes in the agreements with the insurer(s) as soon as it receives notice of such changes.

13.9 Employees who retire from the City may opt to continue health insurance plan coverage under the same plan(s) and plan provisions available to regular employees until eligible for Medicare coverage. The retiree shall pay the total monthly rates in effect to continue the coverage. Such payments must be received consistent with COBRA guidelines.

13.10 The City shall provide a VEBA/MSA for the benefit of Association-represented employees. The City shall contribute an amount equal to two percent (2%) of an employee's base salary earnings each pay period to the VEBA/MSA.

ARTICLE 14 – RETIREMENT

14.1 During the term of this Agreement the City and the Association will continue to participate in the Public Employees Retirement System (PERS) and/or the Oregon Public Service Retirement Plan (OPSRP), whichever is applicable, at the present level of participation. The City agrees to pay the employee contribution in the amount of six (6) percent of the employee's gross salary.

14.2 The City shall adopt the unused sick leave to increase retirement benefits provision under PERS as provided in ORS 238.350.

14.3 The City shall adopt the prior service credit provision under PERS and provided in ORS 238.225.

ARTICLE 15 – VACATIONS

15.1 The employee shall be credited with forty-eight (48) hours of vacation leave at six (6) months; thereafter, the employee shall accrue vacation leave, based upon paid hours, as follows:

<u>Accum. Length of Service</u>	<u>Hours per Pay Period</u>
6 mos. - 5 years	3.69
6 - 10 years	5.23
11 - 15 years	6.15
16 years and over	6.46

Vacation leave accruals shall be prorated for part-time employees based on hours paid.

15.2 Employees shall be allowed to accumulate accrued vacation up to a maximum of two (2) times the annual accrual rate; e.g., a full-time employee earning one hundred thirty-six (136) hours per year may accumulate up to two hundred seventy-two (272) hours of vacation. Employees shall be expected to schedule vacations as necessary to maintain a balance within the above limitations. When the staffing requirements of the City do not permit the scheduling of a vacation in order to reduce the balance, accruals beyond the maximum will be granted for a maximum of ninety (90) days following the date on which the maximum accumulation was reached.

15.3 An employee may elect to be paid for accumulated vacation according to the following criteria and conditions:

- a. The employee must have one hundred twenty (120) hours of accrued vacation.
- b. The employee must be scheduled to take an amount of vacation equal to that cashed out within thirty (30) days of the sale.
- c. Sufficient budgeted funds are available.
- d. The maximum that can be converted to cash is one third (1/3) of the accumulated balance but in no event more than eighty (80) hours in the fiscal year.
- e. These criteria shall be prorated for part-time employees.

ARTICLE 16 - HOLIDAY COMPENSATION

16.1 In lieu of paid holidays, employees whose assignments do not observe holidays shall receive an additional eight (8) hours of pay per month. At the employee's option, he may instead accrue four (4) hours and receive pay for four (4) hours. The maximum accrual limit shall be eighty (80) hours. (The eighty (80) hours maximum applies to a combined accrual bank for compensatory and holiday-in-lieu hours.) Holiday compensation shall be prorated for part-time employees. Employees must choose at the first of each fiscal year whether they will accrue or take all as pay.

16.2 Employees who are assigned work schedules which observe regular City holidays in Training, Inventory, Property Control, PIO, CID, CSO shall be paid for those holidays at eight (8) hours per holiday following the pay period in which the City holiday

occurs if the employee is on paid status in the employee's assigned work day immediately before and after the City holiday. Employees who observe regular City holidays shall accrue 0.62 hours for each eighty (80)-hour pay period in such assignment if on paid status for the pay period. Holiday accruals for part-time employees shall be prorated. If an employee is on unpaid status for any part of the eighty (80)-hour pay period then the employee shall accrue a prorated amount equal to the prorating of paid hours to the eighty (80) hours in the pay period.

16.3 Any day designated as a special holiday by the President of the United States, the Governor of the State of Oregon, or the City of Beaverton which results in the other City employee groups receiving a paid holiday shall be compensated by eight (8) hours extra pay.

ARTICLE 17 - PERSONNEL FILES

17.1 Each employee shall have the right, upon request, to review and obtain copies of the contents of his personnel file, exclusive of materials received prior to the date of his employment by the City. The official personnel file shall be maintained in the Human Resources Department.

17.2 An employee may respond, in writing, to any item placed in such personnel file, and said response shall become a part of said file.

17.3 Written warnings shall become a part of the employee's personnel file. Documentation of oral reprimands shall not be placed in the employee's personnel file but may be retained by the supervisor in a file at the department level. Any employee receiving a written warning may respond to the warning in writing and the response shall be attached to it for whatever period of time the warning remains in the employee's personnel file. Written warnings shall remain in an employee's file no longer than one (1) year unless there is a repeat of the same offense or offense of the same category within one (1) year of the imposition of the written warning.

17.4 Reprimand is the Department Head's official notice to the employee that his performance or behavior is seriously below standard and that continuation will subject him to more serious disciplinary action, including discharge. A reprimand should not be issued until after the employee has been informed of the charges against him. Any employee receiving a written reprimand may respond to the reprimand in writing and the response shall be attached to the reprimand. The reprimand and written reply becomes a part of the employee's personnel file. The written material which becomes part of the employee's personnel file shall be removed at the end of an eighteen (18)-month period from the date the reprimand was imposed unless there is a repeat of the same offense or offense of the same category.

17.5 Each employee shall read and sign any written material that is placed in his personnel file, including performance appraisals, written reprimands, demotions, suspensions or discharge. Signing does not necessarily indicate agreement.

ARTICLE 18 - SENIORITY AND PROBATIONARY PERIOD

18.1 Seniority shall be the total regular service by the employee in the employee's current classification and classifications within the Department within the bargaining unit higher than the employee's present position. Continuous service for seniority purposes shall be broken by a quit, termination for cause, layoff for more than twenty-four (24) months, or violation of the terms of a leave of absence. For the purpose of vacation accrual, seniority shall be the total length of continuous service with the City. Seniority shall not accrue during unpaid leaves of absence of more than sixty (60) days.

18.2 An employee hired for a sworn position shall serve an initial probationary period of eighteen (18) consecutive months. An employee hired for a non-sworn position or a Community Services Officer position shall serve an initial probationary period of twelve (12) consecutive months. Unpaid leaves of absence shall not be credited toward completion of an initial or promotional probationary period. During this period a new employee may be discharged at the sole discretion of the City without any reason or cause being shown and without recourse to the grievance procedure. A promoted employee shall serve a probationary period of twelve (12) months. However, a non-sworn employee and a Community Service Officer promoted to a sworn position shall serve a promotional probationary period of eighteen (18) months. During the promotional probationary period an employee may be returned to the former classification at the sole discretion of the City without any reason or cause being shown and without recourse to the grievance procedure. In the latter event, an employee who is returned to his former classification shall not be discharged or disciplined without just cause.

18.3 The City will provide the Association President with a seniority list of members within thirty (30) days of the execution of this Agreement and within thirty (30) days following any staff changes.

18.4 An employee in the bargaining unit shall lose all seniority credits upon termination of his employment with the City except by reason of staff reduction.

18.5 Vacation preference scheduling shall commence immediately after the completion of yearly shift scheduling as outlined in Subsection 18.8, Shift Bidding Process. Preference in vacation scheduling shall be by seniority, provided requests are submitted by March 1st of each year. Requests submitted are for the entire calendar year. Such exercise of seniority shall be limited to one (1) vacation selection of a continuous block of time in each calendar year. A continuous block of time shall be at least forty (40) hours.

18.6 Seniority Days Off. The City shall establish a shift schedule with prescribed days off for each classification and assignment within the bargaining unit. Preference in days off shall be by seniority on each shift. Whenever two (2) employees within the same classifications assignment are assigned to the same work schedule, the employee with the most seniority shall have preference in selecting days off.

18.7 There shall be three (3) shift changes per year, each beginning the first Sunday of the months of January, May and September. The City shall determine the work schedules, the number of persons to work a given shift and the days off allowed per shift for a twelve (12)-month period. The determination of need for minimum staffing in any division (K-9, Motor, Patrol, Records, CID, SED and special assignments) is at the sole discretion of the City. Shifts will be selected by seniority as outlined in the shift bidding process, Section 18.8. Seniority shall be defined as in Section 18.1.

18.8 Shift Bidding Process. The bidding process for shifts will begin no later than November 1st of each year at which time the list of available shifts/days off (shift slots) for each division will be circulated. The shift/days off (shift slots) for each division will be bid in order of seniority beginning with the most senior employee in that division through the least senior employee until all shift slots for each division are filled. The bidding process will be completed no later than December 1 of each year. The upcoming twelve (12)-month schedule will be posted no later than December 15 of each year. The shift/days off selection process will be coordinated between representatives of the City and the bargaining unit each year. District assignments are not part of the process.

18.9 Each officer subject to the shift bidding process above shall serve at least one shift rotation in other shifts in thirty-six (36) months. This is a continuation of the thirty-six (36)-month period started in the previous Agreement. If he fails to accomplish this with his seniority selections, the City shall make such assignments in the appropriate annual bid selection before it is posted as official. This requirement shall not be subject to the grievance procedure.

18.10 The City shall assign a new recruit to a recruit training schedule during his first eighteen (18) months of service. In connection with this, if no "training officer" has selected this shift with his seniority, then the City may direct the least senior "training officer" to exchange with the least senior officer on the recruit's shift for the training schedule involved. Employees who are thus reassigned shall assume the days off of the other employee involved in the reassignment or of the vacant slot.

18.11 Between regular shift rotations, the Chief or his designee may, for good cause and based upon a good faith analysis of operational and/or personnel needs of the Department, reassign employees to a different shift. Employees involved shall receive at least seven (7) calendar days' notice prior to such reassignments, unless precluded by an emergency; however, probationary employees who are assigned in a car with a Field Training Officer shall receive at least forty-eight (48) hours written notice prior to such reassignments. Employees involved shall be afforded the opportunity to discuss the matter with the Chief and invoke the grievance procedure if they are not satisfied with

explanations. Such grievance procedure shall not affect or delay the employee's compliance with the Chief's action.

18.12 The Chief, for "extreme personal reasons of an employee," may with at least seven (7) calendar days written notice, and at his sole discretion, transfer the employee from one (1) shift assignment to another in exchange for the least senior employee on the other shift. This action shall not be grievable, but if, after consultation with the Chief, the employee to be replaced wishes to challenge the exchange, he may request that the opinion of an outside neutral concurs with the desirability of such action before such transfer. If the neutral does not concur, then the transfer shall be abandoned.

18.13 Seniority Shift Re-Bids and/or Mid-Shift Placements.

a. An employee, who voluntarily leaves a special assignment prior to the agreed-upon separation date associated with the employee's special assignment and who returns to work in a position which bids for shifts, shall be placed into a shift slot (days off/shift) by the Department based upon a good faith analysis of operational and/or personnel needs of the Department

b. An employee who is removed from a special assignment or whose special assignment position is eliminated, and who returns to work in a position which bids for shifts, shall be allowed to exercise their seniority to select a shift slot (days off/shift) that the employee would have been able to bid into during the Annual Shift Bid. In practice this is commonly referred to by the parties as "mirroring a slot." Such placement shall not waive the parties' rights in Section 18.11.

c. Re-Bidding. If a vacant shift slot is projected to be available prior to the next shift rotation, the Association and the City may mutually agree to a timely re-bid to be effective at the next shift rotation.

ARTICLE 19 - DISCIPLINE AND DISCHARGE

19.1 Discipline. Discipline may include but not be limited to oral or written warnings or reprimands, suspension, or temporary reduction in pay (if requested by the employee and agreed to by the City), demotion and termination. Non-probationary employees shall not be warned, reprimanded, suspended, reduced in pay, demoted or discharged except in good faith for just cause nor shall any such employee be warned, reprimanded, suspended, reduced in pay, demoted or discharged arbitrarily or for political, religious, racial or other discriminatory reasons. All disciplinary action imposed upon an employee, except oral or written warnings or reprimands, may be challenged through the grievance procedure. All discipline shall be done in a manner which will not embarrass the employee before other employees or the public.

19.2 Internal Investigation Procedures Involving Discipline of an Economic Nature.

a. Definition. For purposes of these procedures, "Discipline of an Economic Nature" is defined as a suspension, reduction in pay, demotion or dismissal.

b. Advance Notice. Prior to any internal investigation which could result in discipline of an economic nature, any employee concerned shall be notified in writing not less than twenty-four (24) hours before the interview or such time as written reports are required, except when, in the opinion of the City, a delay will jeopardize the success of the investigation or when criminal conduct is at issue. An employee may voluntarily waive the above twenty-four (24)-hour notice in writing. The notice shall include the alleged violation and the policy, procedure or law allegedly violated, a statement of whether the employee is a witness or a suspect, and any other information necessary to reasonably inform him/her of the nature of the investigation. Upon request, the employee shall be afforded an opportunity and facilities, subject only to scheduling limitation, to contact and consult privately with an attorney and/or a representative of the Association. Such consultation shall not unreasonably delay the interview.

c. The Interview.

i. The interview shall be conducted at City Hall unless mutual agreement of the parties or the particular circumstances of the situation require another location.

ii. Any interview of an employee normally shall be when he/she is on duty, unless the serious nature of the investigation dictates otherwise or by mutual agreement.

iii. Parties to the interview shall be limited to those reasonably necessary to conduct a thorough and fair investigation. The employee shall be informed as to the name, rank and command, or other similar information of all persons present, if they are unknown to him/her, and may have an Association representative and/or Association attorney present to witness the interview and assist him/her.

iv. The interview shall be limited in scope to acts, events, circumstances and conduct which pertain to the subject investigation and shall be conducted in a manner devoid of intimidation, abuse or coercion. During the questioning the employee shall be entitled to such reasonable intermissions as he/she shall request for personal necessities, meals, telephone calls and rest periods.

v. If the interview is recorded by the City, the employee shall be provided with a copy of the recording upon request or he/she may record the interview himself/herself at his/her own expense, and the City shall be

provided with a copy. If any portion of the recording is transcribed, the employee shall be given a copy.

vi. The employee may be required to answer any questions involving criminal or non-criminal matters under investigation and will be afforded all rights and privileges to which they are entitled under the laws of the State of Oregon or the United States of America.

vii. It shall be unlawful for any person, firm, corporation of the State of Oregon, its political subdivisions or municipal corporations to require any employee covered by this Agreement to take or be subjected to any polygraph or any polygraph type examination as a condition of continued or continuous employment.

d. Pre-Disciplinary Hearing. The City shall:

i. Provide the affected employee and the Association an informal opportunity to respond to the charges verbally or in writing, at least five (5) working days after receiving the information listed in Section 19.2(d)(ii) and (iii) below.

The opportunity to respond may occur at a meeting conducted and presided over by the Police Chief or the Chief's designee with authority to impose the proposed disciplinary action. The meeting shall be informal but sufficient to assure the employee and the Association a full opportunity to be heard, respond to the charges, and have the employee's and the Association's responses considered prior to the imposition of discipline.

ii. Notify the employee and employee's Association representative, in writing, of the charges, which will include a copy of the complaint against the employee and which will identify the directives, policies, procedures, work rules and regulations which allegedly have been violated, and provide a copy of the investigation and all documentation upon which the intent to discipline is based, provided that the City need not provide duplicate documentation to both the employee and the employee's Association representative; and

iii. State the maximum range of discipline that is being considered.

In any meeting with the employee, where discipline is being considered, the employee shall be entitled to Association representation.

After the informal opportunity to respond listed in Section 19.2 (d)(i) above, the Police Chief or his/her designee will issue a written decision imposing discipline,

exonerating the employee or taking any other action deemed appropriate. A copy of the decision shall be provided to the employee.

Only the Association shall have the right to take up a disciplinary grievance utilizing the grievance procedure.

19.3 Use of Deadly Force Situations. Employees involved in the use of deadly force shall be advised of their rights to and shall be allowed to consult with an Association representative and/or attorney prior to being required to give an oral or written statement about the use of force. Such right to consult with a representative and with Association Counsel shall not unduly delay the giving of the statement.

ARTICLE 20 - GRIEVANCE PROCEDURE

20.1 The parties agree that prior to filing a grievance, the employee or the Association will attempt to resolve the grievance informally at the lowest level possible. In the event the matter cannot be settled in this fashion, the parties shall document in writing the informal process used and the parties agree that any dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement shall be settled in the following manner and shall be the exclusive means for resolving such disputes:

20.2 Step 1. The Association, or any employee with notice to the Association, may claim a breach of this Agreement in writing to the employee's immediate supervisor within fifteen (15) calendar days from the occurrence thereof, or of the employee's knowledge thereof. The notice shall include: (1) a statement of the grievance and relevant facts; (2) provision of the Agreement violated; and (3) remedy sought. The supervisor shall respond to the grievance in writing within ten (10) calendar days of receipt of the grievance with a copy to the Association.

20.3 Step 2. If the grievance remains unadjusted, the grievance may be submitted to the Police Chief within ten (10) calendar days from the supervisor's response. The Police Chief shall respond to the grievance in writing within ten (10) calendar days of receipt of the grievance, with a copy to the Association.

20.4 Step 3. If the grievance remains unadjusted, the grievance may be submitted to the person designated by the Mayor within ten (10) calendar days. The Mayor's designated representative shall respond to the grievance in writing within ten (10) calendar days of receipt of the grievance, with a copy to the Association.

20.5 A meeting shall be held at any step in this procedure at the request of either party. Employees shall be entitled to Association representation and/or Association Counsel at any meeting and the City shall be entitled to designate its representative or representatives at this meeting.

20.6 Step 4. If the grievance is not resolved at Step 3, the Association may refer the grievance to arbitration by written notice to the City within ten (10) calendar days from the date a response is submitted or due at Step 3, whichever occurs first. If the parties cannot agree to the arbitrator within ten (10) calendar days, he shall be chosen in the following manner:

a. A list of nine (9) names of arbitrators with principal offices in Oregon/Washington shall be requested from the Employment Relations Board and the parties shall alternately strike one (1) name from the list, until only one (1) is left. The order of striking shall be determined by a coin flip with each party alternatively striking a name from the list until there is one (1) remaining name, who shall be the arbitrator.

b. The arbitrator shall render a decision within thirty (30) days of the close of the arbitration. The decision of the arbitrator shall be binding on both parties.

c. The cost of the arbitrator shall be borne by the losing party as determined by the arbitrator. Each party shall be responsible for costs of presenting its own case to arbitration.

d. The arbitrator shall be limited to the interpretation and application of the specific provisions of this Agreement and shall have no authority or jurisdiction to add to or revise the Agreement of the parties.

20.7 Any time limits specified in the grievance procedure may be waived by written mutual consent of the parties. Failure to submit the grievance in accordance with these time limits without such waiver shall constitute abandonment of the grievance. Failure by the City to submit a reply within the specified time will automatically move the matter to the next step in this procedure. A grievance may be terminated at any time upon receipt of a signed statement from the Association or the employee that the matter has been resolved.

ARTICLE 21 - ASSOCIATION BUSINESS

21.1 Association representatives shall be allowed access to employee work locations for the purpose of processing grievances or contacting members of the Association.

21.2 Such representatives shall not enter any work location without the consent of the division commander or supervisor. Access shall be restricted so as not to interfere with the normal operations of the department or with established safety or security requirements.

ARTICLE 22 - SPECIAL CONFERENCES

22.1 Special conferences for purely department/employee related matters may be arranged between the Association representative and the City upon mutual agreement of the parties. Such meetings shall be arranged in advance, and an agenda of matters to be discussed at the meeting shall be presented at the time the agreement to confer is made. Two (2) official Association members may be permitted to attend such conferences without loss of pay to the extent such meetings are scheduled during on-duty hours of the members so attending.

22.2 Professional Police Organization Attendance. It is jointly recognized that participation by not more than one (1) designated representative in a purely professional police organization, such as Oregon Council of Police Associations, is desirable and that attendance at regularly scheduled official meetings, not to exceed six (6) per year, may be scheduled under this Article.

ARTICLE 23 - AGREEMENT RENEWAL SESSIONS

23.1 Not more than four (4) on-duty employees, comprised of the Association President and no more than one (1) on-duty employee from any one work group (CID, Patrol, Records and Sergeants), shall be permitted to attend negotiating meetings with the City without loss of pay relative to securing Agreement renewal. The dates, times and places for these negotiating sessions will be established by mutual agreement between the parties.

23.2 The members of the negotiating team shall be allowed one (1) hour preparatory time prior to negotiating sessions when necessary.

ARTICLE 24 - UNIFORM ALLOWANCE AND CLEANING

24.1 The City will provide the basic uniform and required leather/nylon gear to new employees required to wear a uniform. Employees presently employed shall be provided any replacements or additions to the present uniform and leather/nylon gear which may be required by the City. Present employees shall be provided leather/nylon gear when their existing leather gear wears out. Present employees who wish to replace leather gear with nylon gear may do so at their own expense. The City will pay up to the cost of the specific item being replaced (e.g. holster, belt) because it is worn out.

24.2 The City will provide a clothing allowance for plain-clothes officers of five hundred dollars (\$500.00). Employees shall be paid a pro-rated share when they are assigned to plain clothes during the fiscal year.

24.3 All uniform employees will be provided and wear the same uniform and equipment.

24.4 All employees covered by this Agreement shall receive twenty-five dollars (\$25.00) each month to cover the cost of cleaning of uniforms and/or clothing required for the performance of the employee's job. Such payments will be made quarterly.

24.5 Reimbursement for personal property worn or carried during the course of employment will be governed by the City policy in place as of the execution of this Agreement.

ARTICLE 25 - WAGES AND SALARIES

25.1 Effective July 1, 2005, the base salary rates shall be increased by three percent (3.0%) in accordance with the schedule set forth in Appendix A which by reference is hereby incorporated and made a part of this Agreement. In addition, effective January 1, 2006, the base salary rates for the Sergeant, Police Support Specialist and Senior Police Support Specialist classifications shall be increased three percent (3.0%).

25.2 Effective July 1, 2006, the base salary rates in effect for each classification in Appendix A shall be increased by three percent (3.0%). In addition, for FY 07-08 and for FY 08-09, the parties shall have a one (1)-time re-opener related to Articles 13, 14, 25 and 26. The parties shall begin the process of bargaining the one (1)-time re-opener by no later than February 1, 2007.

25.3 Employees shall be eligible for an increase upon completion of six (6) months of satisfactory service in the beginning two (2) steps in the salary range. Thereafter, employees will receive increases after twelve (12) months at each step when the employee has performed satisfactorily. Eligibility dates for step increases shall be based on the employee's last date of hire as a probationary employee within the bargaining unit in a regular position of the City of Beaverton. Eligibility dates shall be adjusted by any unpaid leave of absence of one (1) full pay period or more.

Management may appoint employees with prior directly related experience at an advanced step in the salary range commensurate with their former salary and qualifications. Once appointed, their eligibility dates shall be consistent with the schedule described above.

25.4 Employees who receive longevity pay of five percent (5%) effective on the date this contract is executed shall continue to receive longevity pay. Their base salary rate shall include the longevity pay. Employees who receive longevity pay may elect to receive DPSST premium pay in lieu of longevity pay. Such election shall be effective on the first of the pay period following receipt of a written notice. Employees in non-sworn classifications who have been at the top step of the salary range in the same classification for a total of ten (10) years, or employees with a total of fifteen (15) years of continuous service with the department, shall receive a five percent (5%) salary increase.

25.5 Whenever an employee is promoted to a position higher than the employee's present position the employee shall be appointed at the first step in the range of the new position that would give the employee at least a five percent (5%) salary increase unless the next higher step is the top step in the higher range.

25.6 DPSST Certification Premium Pay.

a. Regular employees in sworn positions who satisfy and continue to satisfy all of the requirements specified below shall receive certification premium pay as described in the following sections.

- i. The employee must have completed the probationary period;
- ii. The employee must have met for the previous twelve (12) months and continue to meet, job-related performance expectations as evidenced by the most recent performance appraisal. Effective dates for certification premium pay shall be tied to the most recent performance appraisal dates, except that an employee will not lose certification premium pay retroactively due to a "does not meet" performance appraisal which is administered late. If an employee has had certification premium pay removed, the employee shall receive a subsequent performance appraisal within six (6) months or upon the employee's next anniversary date, whichever is first. If the employee has, at that time, met job-related performance expectations then the employee's certification premium pay will be restored at that time.
- iii. The employee must provide the City in writing proof of receipt of the certification. The effective date for receipt of the certification premium pay will be the first of the pay period following receipt by the City of the proof of receipt of the certification from the employee.

b. Employees in Police Officer positions who satisfy and continue to satisfy all of the above requirements and possess an Intermediate Certificate from DPSST shall receive premium pay equal to two and one-half percent (2.5%) of the base salary rate.

c. Employees in Police Officer positions who satisfy and continue to satisfy all of the above requirements and possess an Advanced Certificate from DPSST shall receive premium pay equal to five percent (5%) of the base salary rate.

d. Employees in Sergeant positions who satisfy and continue to satisfy all of the above requirements and possess an Advanced Certificate from DPSST shall receive premium pay equal to two and one-half percent (2.5%) of the base salary rate.

e. Employees in Sergeant positions who satisfy and continue to satisfy all of the above requirements and possess a Supervisor Certificate from DPSST shall receive premium pay equal to five percent (5%) of the base salary rate.

f. Certification premium pays are not cumulative. The maximum certification premium pay that can be received is five percent (5%) of the base salary rate. Employees who are receiving longevity pay are not eligible for certification premium pay.

25.7 Performance Programs. At the discretion of the City, outstanding performance award programs may exist and employees governed by this Agreement may be eligible for participation in them. No aspect of any performance award program is subject to the grievance procedure.

Before any outstanding performance program is initiated or modified, the City will meet with the Association to discuss the program and/or its modifications. The Association will have an opportunity to provide input, either as a member of a City-wide Advisory Committee or in a meeting scheduled for that purpose. If an Advisory Committee is formed, the Association will select its representative to serve on that Committee.

ARTICLE 26 - SPECIAL ASSIGNMENT PAY

26.1 Motorcycle Officers. The parties recognize that represented employees who are assigned as motorcycle officers devote an average of one (1) to two (2) hours per forty (40) hour week in off-duty time spent exclusively on the maintenance of their motorcycle. In lieu of requiring these employees to report the actual off-duty time so worked, the parties agree that each person assigned to the position of motorcycle officer shall receive an additional five percent (5%) pay increase to their base salaries. The premium shall be in lieu of any other form of additional compensation due the employee for off-duty work in this assignment.

26.2 Canine Officers. The parties recognize that represented employees who are assigned to the positions of dog handler and canine officer devote an average of one (1) to two (2) hours per forty (40)-hour week in off-duty time spent exclusively on the daily care and maintenance of the assigned dog. In lieu of requiring these employees to report the actual off-duty time so worked, the parties agree that each person assigned to the position of dog handler will be entitled to a premium of two and one-half percent (2.5%), and each person assigned to the position of canine patrol an additional premium of two and one-half percent (2.5%) (total of five percent (5%)) to be added to that person's base salary for purposes of computing regular and overtime compensation. The premium shall

be in lieu of any other form of additional compensation due the employee for off-duty work in those assignments.

26.3 Detectives. Patrol Officers working in the assignment of Detective shall receive an additional five percent (5%) pay increase to their base salary for the first six (6) months of the assignment and then shall receive an additional five percent (5%), for a total of ten percent (10%) pay increase to their base salary rate, for the remaining period of their assignment. The Detective unit will maintain a list of Detectives who will voluntarily make themselves available for weekend off-duty coverage.

The Sergeant assigned to supervise the Detective unit shall receive an additional five percent (5%) pay increase to his/her base salary for the period of the assignment. In addition to the regular work duties as the Detective Sergeant, this premium is intended to compensate the employee in this assignment for carrying a pager and answering telephone calls during off-duty hours.

26.4 Field Training Officers. Employees working in the assignment of field training officers shall receive an additional five percent (5%) pay increase to their base salaries. If bargaining unit personnel are formally assigned by the supervisor to train records personnel, such employee will be compensated at a five percent (5%) premium while engaged in the assigned training activities for the duration of such assignment. An employee in the position of Property Control Specialist who is formally assigned by the City to train a new Property Control Specialist shall be compensated at a five percent (5%) pay increase to their base salary while engaged in the assigned training activities for the duration of such assignment.

26.5 Public Information Officer. A Police Officer who has been assigned the duties of Public Information Officer shall receive an additional five percent (5%) pay increase to his/her base salary for the term of the assignment.

26.6 For the purpose of merit increases (Section 25.3), all time worked in assignments shall be time worked in the employee's regular classification.

26.7 Translator Pay. An employee who is assigned by the City to act as a Translator shall receive an additional two and one-half percent (2.5%) increase to his/her base salary for the term of the assignment.

26.8 Senior Training Officer. An employee assigned by the City to be a Senior Training Officer shall receive an additional five percent (5%) increase to his/her base salary for the duration of such assignment.

ARTICLE 27 - LAYOFF AND RECALL

27.1 Layoff. A layoff is defined as a separation from the City due to the elimination of positions and does not reflect discredit on an employee. When the City determines to lay off employees, the following procedures shall apply:

The City shall determine the specific position(s) to be vacated. A layoff list shall be prepared based upon the seniority of the employee. For the purpose of layoff, seniority shall be the total service by the employee in the class plus the total service by the employee in classifications higher than the employee's present position. Motorcycle officers, canine officers, and investigators shall be considered patrol officers if a layoff occurs. Ties in seniority shall be broken by length of service in the bargaining unit and if the tie is still not broken, the position on the seniority list shall be determined by lottery.

The employee who is lowest on the layoff list shall be given a written notice at least fifteen (15) calendar days before the effective date of the layoff stating the reasons for the layoff and the options available to the employee.

A copy of the layoff notice shall be forwarded to the Association. The employee shall have five (5) calendar days from the actual receipt of the letter to notify the City of the employee's options. The options available are:

- a. Accept the layoff, or
- b. Bump an employee in an equal or lower classification where the employee has more seniority and where the employee can perform the work without further training.

If the employee chooses to bump an employee in an equal or lower classification, the employee who is lowest on the layoff list shall be bumped. The bumping employee shall be paid at the step closest to the employee's current salary.

27.2 Recall. Employees who were laid off or who bumped other employees shall be placed on a recall list. No position(s) for which a recall list exists shall be filled until the recall list has been exhausted. If a recall list exists for a promotional position, the recall list must be exhausted before a promotion can be made. Employees shall be placed on the recall list in inverse order of their position on the layoff list.

If an employee is offered a position from the recall list, the employee shall have the right to refuse the recall once. The employee shall have five (5) calendar days from the actual receipt of an offer of recall to notify the City of the employee's decision. Upon a second refusal, the employee's name will be removed from the recall list. Except for the second refusal of a position, the employee's name may remain on the recall list for twenty-four (24) months.

ARTICLE 28 - SUBSTANCE ABUSE POLICY

The parties agree that it is the responsibility of all public employees to work diligently to ensure a drug free workplace. For that reason, employees covered by this Agreement shall be subject to testing based upon reasonable suspicion of use of alcohol or illegal use of controlled substances affecting job performance. Reasonable suspicion means that the supervisor has specific objective and articulable facts sufficient to lead a reasonable person to suspect that the employee has consumed or is under the influence of drugs or alcohol such that the employee's ability to perform the functions of the job is impaired or that the employee's ability to perform his job safely is reduced. Such articulable facts or circumstances could include appearance, behavior, speech, or a pattern of conduct.

If an employee tests positive for alcohol or the improper use of prescribed controlled substances, he will be required to participate in an evaluation from the Employee Assistance Program. The employee will be required to follow the recommendations of the EAP counselor. Return to work will be contingent upon signing and following the terms of a last chance agreement. The last chance agreement will have a term of two (2) years and will include random testing, agreement to comply with the terms of a treatment program, and a commitment to comply with the terms of this substance abuse policy.

If an employee voluntarily seeks treatment for his substance abuse dependency prior to the City initiating an investigation into allegations of misconduct by the employee then the employee will be allowed to obtain treatment for his substance abuse dependency. Upon certification from the employee's substance abuse treatment provider that the employee is fit to resume his duties, the employee will be required to follow any after-care requirements or recommendation. Additionally, return to work will be contingent upon signing and following the terms of a last chance agreement. The last chance agreement will have a term of two (2) years and will include random testing, agreement to comply with the terms of a treatment program, and a commitment to comply with the terms of this substance abuse policy. The voluntary seeking of treatment by an employee cannot be used to avoid the consequences of an act for which the employee would otherwise receive economic discipline.

If an employee possesses or uses a substance, which is illegal under the criminal code of Oregon, the employee may be subject to termination as the first and only level of discipline.

ARTICLE 29 – LEGAL FEES

29.1 The City agrees to reimburse an Association member for the reasonable, usual and customary legal fees charged by an attorney as a direct result of an inquest, criminal charges or a grand jury appearance against the Association member arising out of

the Association member's involvement in the proper performance of his or her duty as an employee for the City of Beaverton. The City's obligation of reimbursement is subject to the following:

A. To receive reimbursement under this Article, the Association member must select an attorney from a list of attorneys that has been mutually agreed upon by the Beaverton Police Association and the City Attorney. Neither party shall unreasonably oppose the inclusion of an attorney on the list. Within sixty (60) days of the execution of this Agreement, the Association shall submit to the City Attorney the names and professional biographies of the attorneys the Association proposes for inclusion on the list. If the City Attorney does not object, in writing, to an attorney on the list within twenty (20) working days, the attorney shall be included on this list. The names on the list shall be reviewed every six (6) months upon the request of either party. If no attorney on the list is available to represent an Association member, the Association member may obtain another attorney of his or her choosing, however, the City's obligation to reimburse will arise only if the City Attorney receives written notice of the selected attorney from the Association within three (3) calendar days of the Association member or Association learning of the lack of availability of an attorney from the predetermined list. Following the initial meeting between the Association member and the attorney, the Association shall arrange for the attorney to provide the City, at no cost to the City, a preliminary estimate of the anticipated legal fees, costs and expenses. This preliminary estimate shall be directed to the City Attorney, the Chief of Police, and the Association.

29.2 Before becoming obligated under this Article, the City shall be presented with a sworn affidavit by the attorney listing an hourly breakdown of the time spent and a brief description of the purpose of such time. The attorney shall account for and value time at the attorney's most favorable rate, not to exceed \$175.00 per hour. If the City, in its discretion, feels the charges exceed the reasonable, usual and customary fees normally charged, the parties shall submit the matter to the Oregon State Bar Fee Arbitration program for resolution. The decision of the OSB fee arbitrator or arbitration panel shall be final and binding as to the City's obligation under this Article. This benefit is solely for the Association member and under no circumstances shall the provisions of this Article give rise to a claim of any sort against the City by the attorney retained or selected by the Association member.

29.3 Reimbursement will not be made in those instances where:

A. The Association member is convicted by verdict or plea, or pleads no contest to any criminal charges arising out of the incident;

B. The Department sustains any disciplinary charge(s) on the basis of the Association member's actions which formed any part of the basis for the possible criminal liability unless the Department's disciplinary action is set aside *in toto* on grievance appeal;

C. The City shall have no obligation to reimburse an Association member, the Association or counsel for the Association for costs or legal fees in any instance where the Association member or the Association elect to have counsel for the Association

represent the Association member involved in the incident at any stage of the criminal proceeding, including, but not limited to, any grand jury proceeding;

D. The City shall have no obligation to reimburse an Association member, the Association, or counsel for the Association for costs or legal fees associated with representation at pre-disciplinary procedures; or

E. The City shall have no obligation to reimburse an Association member, the Association, or counsel for the Association for fees associated with representation at or in conjunction with the filing of a civil claim except in accordance with the Oregon Tort Claims Act.

29.4 Any reimbursement required by the City shall be made only at the conclusion of all criminal and disciplinary proceedings against the Association member relating to or arising out of the incident and are subject to the following monetary maximums:

A. Legal fees relating to a DA initiated inquest or a grand jury investigation and/or appearance: \$5,000.

B. Legal fees relating to post-grand jury indictment or other charging instrument: an additional \$5,000.

ARTICLE 30 - SAVINGS CLAUSE

Should any portion of this Agreement, or supplements thereto, be adjudged by the Supreme Court, or other court of appropriate final jurisdiction, to be in violation of any State or Federal law, then such portion or portions shall become null and void and the balance of this Agreement remains in effect. Both parties agree to immediately renegotiate any part of this Agreement found to be in such violation by the court and to bring it into conformance therewith not over sixty (60) days after notification unless extended by mutual agreement.

ARTICLE 31 – DEFINITIONS

Regular Employee: An employee who is in a budgeted position that is assigned to work an average of twenty (20) hours or more per week (0.5 FTE or greater) on an annual basis.

Irregular, Seasonal or Part-Time Employees: Employees of the City who are considered to be “extra help” employees in the City’s Human Resources/Payroll system and who work no more than a maximum 1040 hours in a fiscal year.

Emergency: Acts of God, natural disasters, civil unrest or governmental declaration of emergency.

Regular Rate of Pay: The salary rate which includes the base salary rate plus any special assignment pay.

Base Salary Rate: The rate of pay which is one of the steps in the salary range for the classification. The base rate of pay includes any longevity pay or DPSST certification pay for which an employee is eligible.

ARTICLE 32 - TERM OF AGREEMENT

32.1 This Agreement shall be effective as of the 1st day of July 2005, and, except as amended or modified, shall remain in full force and effect until June 30, 2009.

32.2 This Agreement shall automatically be renewed from year to year thereafter unless either party shall have notified the other, in writing, at least one hundred eighty (180) days prior to the expiration date or anniversary date of this Agreement that they wish to modify this Agreement. In the event that such notice is given, those provisions not reopened shall automatically renew from year to year. If such notice is not given, this Agreement may be subsequently reopened for modification upon sixty (60) days written notice. Negotiations shall begin no later than December 10.

ARTICLE 33 - EXECUTION/SIGNATURES

Executed at Beaverton, Oregon, by the undersigned by the authority of and on behalf of the City of Beaverton and the Beaverton Police Association.

DATED this _____ day of _____, 2005.

BEAVERTON POLICE ASSOCIATION

CITY OF BEAVERTON

Robert Davis, President

Rob Drake, Mayor

Ty Hanlon, Negotiator

Nancy Bates, Human Resources Director

Ronda Lenahan, Negotiator

Chris Gibson, Deputy Chief of Police

Ken Magnus, Negotiator

MEMORANDUM OF AGREEMENT (MOA)
by and between
the City of Beaverton (City)
and
the Beaverton Police Association (Association)

Re: Work Schedule Changes for Assignments That Do Not Bid for Shifts

For the term of the collective bargaining agreement that is effective from July 1, 2005, through June 30, 2009, the City and Association agree to a trial program for temporary work schedule changes for assignments that do not bid for shifts as provided in Article 18.7. The trial program will operate as follows:

- a. Temporary work schedule changes may be made to the regular work shift of employees in assignments that are not bid to meet the operational need of the Police Department. Operational need shall not include scheduled shift changes or mandatory training that is less than forty (40) hours in duration.
- b. Temporary work schedule changes may be made for a period of not less than one (1) full work week nor more than four (4) full work weeks.
- c. A temporary work schedule change without seven (7) calendar days' prior written notice shall result in additional pay as described in Article 9.5 of the collective bargaining agreement. However, the work schedule may be adjusted temporarily without seven (7) calendar days prior written notice and without additional pay for the following reasons:
 - i. Emergency; or
 - ii. Voluntary adjustment pursuant to Article 9.2.c. of the collective bargaining agreement.
- d. Temporary work schedule changes will not be made to avoid court overtime.
- e. Temporary work schedule changes will be offered to employees in the work assignment on a voluntary basis first. If insufficient employees volunteer for the temporary work schedule change, then the temporary work schedule change will be assigned to employees in the work assignment in inverse order of seniority.
- f. There will be a minimum of ten (10) hours off between the start of the temporary work schedule change and the employee's regular work shift. If there is less than ten (10) hours off, the employee shall be eligible for one

and one-half (1 ½) times the employee's regular rate of pay for each hour worked until the ten (10) hour minimum is reached.

- g. The employee whose regular work schedule is adjusted will receive an additional five percent (5%) of his base salary for the duration of the temporary work schedule change. This additional penalty will not be paid for work schedule changes for mandatory training scheduled for forty (40) or more work hours.

APPENDIX A Salary Schedules

Effective July 1, 2005, the base salary rates shall be increased by three percent (3.0%), as reflected in the salary schedule below.

Effective 7/1/05								
Class	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Police Inventory Specialist	03P	\$12.97	\$13.62	\$14.30	\$15.01	\$15.77	\$16.55	\$17.38
Police Support Specialist	04P	\$13.76	\$14.45	\$15.17	\$15.93	\$16.73	\$17.56	\$18.44
Community Service Officer	05P	\$14.66	\$15.39	\$16.16	\$16.97	\$17.82	\$18.71	\$19.65
Property Control Specialist	06P	\$15.66	\$16.44	\$17.27	\$18.13	\$19.03	\$19.99	\$20.99
Police Officer	10P	\$20.90	\$21.95	\$23.04	\$24.19	\$25.40	\$26.67	\$28.01
Sergeant	12P	\$24.24	\$25.45	\$26.72	\$28.06	\$29.46	\$30.94	\$32.48

Effective January 1, 2006, the base salary rates for the Sergeant, Police Support Specialist and Senior Police Support Specialist classifications shall be increased three percent (3.0%), as reflected in the salary schedule below.

Effective 1/1/06								
Class	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Police Inventory Specialist	03P	\$12.97	\$13.62	\$14.30	\$15.01	\$15.77	\$16.55	\$17.38
Police Support Specialist	04P	\$14.17	\$14.88	\$15.62	\$16.40	\$17.22	\$18.08	\$18.99
Community Service Officer	05P	\$14.66	\$15.39	\$16.16	\$16.97	\$17.82	\$18.71	\$19.65
Property Control Specialist	06P	\$15.66	\$16.44	\$17.27	\$18.13	\$19.03	\$19.99	\$20.99
Senior Police Support Specialist	06PS	\$16.13	\$16.94	\$17.78	\$18.67	\$19.61	\$20.59	\$21.62
Police Officer	10P	\$20.90	\$21.95	\$23.04	\$24.19	\$25.40	\$26.67	\$28.01
Sergeant	12P	\$24.96	\$26.21	\$27.52	\$28.89	\$30.34	\$31.86	\$33.45

Effective July 1, 2006, the base salary rates in effect for each classification in Appendix A shall be increased by three percent (3.0%), as reflected in the salary schedule below.

Effective 7/1/06								
Class	Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
Police Inventory Specialist	03P	\$13.36	\$14.03	\$14.73	\$15.47	\$16.24	\$17.05	\$17.90
Police Support Specialist	04P	\$14.60	\$15.33	\$16.10	\$16.90	\$17.75	\$18.63	\$19.57
Community Service Officer	05P	\$15.10	\$15.86	\$16.65	\$17.48	\$18.35	\$19.27	\$20.24
Property Control Specialist	06P	\$16.13	\$16.94	\$17.78	\$18.67	\$19.61	\$20.59	\$21.63
Senior Police Support Specialist	06PS	\$16.62	\$17.45	\$18.32	\$19.24	\$20.20	\$21.21	\$22.27
Police Officer	10P	\$21.53	\$22.61	\$23.74	\$24.92	\$26.17	\$27.48	\$28.85
Sergeant	12P	\$25.71	\$27.00	\$28.35	\$29.76	\$31.25	\$32.81	\$34.45

Side Letter

With regard to Section 9.4 of the CBA between the BPA and the City, the Association acknowledges that the language of § 9.4 which is:

“Each employee shall be scheduled to work on a regular shift (i.e., Day, Relief, Swing, Grave), which shall have regular starting and stopping times.”

does not restrict the City from creating additional Day, Relief, Swing or Grave work shifts which have different start and stop times from the currently in effect work shifts.